

TBC will only agree to assign a lease if done as a part of the bulk sale of assets of the selling corporation.

Since the licensing process is governed by action before the FCC to force the current licensee (WHFT-TV) to surrender its license to the FCC and, by separate action, for the FCC to award the said license to your client, if and when that happens, TBC will terminate its lease with WHFT-TV, or any sub-lease under any superceding master lease (as if it were in default) and attempt to negotiate a new lease with Glendale. TBC's leases automatically terminate as a condition of default when a tenant loses its FCC license and TBC will not assign the old lease, but rather will negotiate a new agreement with the successful new licensee.

c) Glendale has the financial ability to perform all the specifications of the lease. (TBC will require a credit report and such other documentation as it deems necessary.)

d) Any proposed changes to the existing apparatus and or any modification to the structure of the tower will be the sole responsibility of Glendale along with any and all engineering reports or studies which TBC may require to support such changes. [The circumstances seem to indicate that this will not be necessary.]

e) Glendale will indemnify, protect, and save harmless from any action for any purpose whatsoever without limitation by any prior licensee, client, or tenant of TBC in which TBC may be involved as the result, direct or indirect, whether or not consequential, of this representation, or any lease or agreement at a future date which might expose TBC to any form of liability whatsoever.

f) Glendale will enter into direct negotiations with TBC for any final lease or agreement. Any commission, charge, or fee which is owing to or paid to TelSA, Inc. shall be paid directly by client and shall be in addition to any charges or fees made by TBC for either facilities or services. TelSA, Inc. agrees that this offer to negotiate is full and complete consideration and compensation for its services to TBC in the past, now, and in the future insofar as TelSA's services to TBC are performed relative to this client.

g) This offer will expire at midnight 31 Jan 1992 without notice and will become null and void thereafter. This is an offer to negotiate a final agreement at a future date and is not an option for space. TBC stipulates that it has not been asked to extend an option for any purpose and that none has been offered by TBC to Glendale for any purpose whatsoever.

h) All offers made by TBC are governed by the most recent

MAR 26 1983 12:21PM MAY & DUNNEMI

TO

COLBY MAY P. 76/87

structural report generated by the Engineering Department of Stainless, Inc. and by the most recent Existing Conditions Report and Opinion of the Chief Engineer of TBC. The failure of the apparatus of the tenant to meet these requirements will render this offer and any subsequent offer, option, or agreement from TBC null and void.

i) Estimated annual rental for the space currently occupied by WHFT-TV is \$100,000 with additional ground space for other apparatus at an estimated \$10.00 per square foot. TBC stipulates that it supplies to WHFT-TV no ground space for equipment since WHFT-TV has it's own building on it's own property for this purpose. [The verbally quoted figure of \$50,000 assumed that the TelSA, Inc. client was an FM broadcaster, not a TV operator. The figures of \$50,00 for FM and \$100,000 for TV are at fair market value for the Miami / Ft. Lauderdale / Palm Beach TV ADI. TBC has at this time available space for the installation of one (1) full power UHF television transmitter and has land available for the construction of a building for this purpose if necessary.]

j) The offer to negotiate contained herein is only valid for the purpose of the aquisition of WHFT-TV and cannot be honored for the purpose of new construction except if the apparatus of WHFT is removed from the tower under the control of engineering studies made by TBC and Stainless, Inc.

k) Technical data for this tower is shown on the attached TelSA, Inc. Technical Data Sheet and is correct for the purposes stated herein. [More detailed technical data on this tower is available from the Chief Engineer, TAK Broadcasting Corporation, Ft. Lauderdale, Florida - 33311.]

l) This agreement is only between TBC and Glendale and the inclusion of TelSA, Inc. is only for the purpose of limiting TBC's tender of and TelSA's acceptance of this agreement as full compensation for any service it may have rendered to TBC in the course of serving it's client and is executed by TelSA, Inc. as evidence of such.

m) Items contained within brackets ("[]") are informational or advisory only and do not constitute a part of this agreement.

We hope that this letter is satisfactory for your purposes as it encompasses those areas in which we are able to make and honor an offer. Be assured that all discussions and negotiations with our tenants and proposed tenants are treated with the highest confidentiality.

Please let us know if we may be any additional service to you or Glendale Broadcasting Corporation.

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- MAR 26 1993 12:21PM

TO

COLBY MAY FP.7/87

Sincerely,

TAK BROADCASTING CORPORATION

James L. Sorcnzen
Tower Manager -- Chief Engineer

cc: Mr. Tak
Mr. Harris

ACCEPTED:

For Glendale Broadcasting Corporation

Witness:

Title

For Telsa, Inc.

Witness:

Title

MAR 26 '93 12:22PM MAY & DUNNE
MAR-26-1993 10:52 FROM MIAMI

TO

COLBY MAY F.B.I/87

TELEFAX

TO: Mr. S. Tak (also T. Nixon, Esq.)

FROM: J. L. Sorensen

REF: WHFT-TV, Channel 45

DATE: 09 DEC 91

Please review the attached letter of intent from this office to Glendale Broadcasters. This is a restatement which I had punched up of their letter of intent, which was a bit

ATTACHMENT 11

WHFT-TV Tower Space Lease

DECLARATION OF MICHAEL EVERETT

I, Michael Everett, make the following declaration under penalty of perjury:

1. I am the Assistant Secretary of Trinity Broadcasting of Florida, Inc. ("TBF"), licensee of Television Station WHFT-TV, Channel 45, Miami, Florida. I am also the Station Manager of WHFT-TV and am responsible for maintaining the station's lease.

AMENDMENT
TO
TOWER SPACE LEASE

CANDELABRA, INC., a Florida corporation, hereinafter called "Lessor", and TRINITY BROADCASTING OF FLORIDA, INC., a Florida non-profit corporation, hereinafter called "Lessee", hereby agree as follows:

Recitals

1. Lessor and Lessee are parties to a document entitled "TOWER SPACE LEASE", hereinafter called "Lease", that was entered on January 10, 1973 by and between Lessor and FLORIDA CHRISTIAN BROADCASTING, INC., a Florida corporation.

2. Lessee is the successor in interest to said FLORIDA CHRISTIAN BROADCASTING INC.

3. Pursuant to the terms of the Lease, Lessee is leasing space on an Antenna Tower which has been constructed upon the following described real property in Broward County, Florida, to wit:

The West 165 feet of the East 310 feet of the North 60 feet of the South 387.60 feet (as measured along the South and East lines thereof) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 51 South, Range 42 East;

Said lands situate, lying and being in Broward County, Florida, and containing 0.227 Acres more or less.

COPY

4. Lessor and Lessee now desire to clarify and restate paragraph 2 of Lease so that it clearly states that the term of the Lease is for a period of fifty years.

Agreement

NOW, THEREFORE, the parties agree as follows:

Paragraph 2 at page 2 of the Lease is hereby amended to state:

"2. TERM OF LEASE: The term of this Lease shall be for a period of fifty (50) years commencing with the beginning of the day of the date of this Lease and terminating at the end of the day preceding the month and day of this Lease but in the year 2023; provided, however, that the term of this Lease may be extended or shall be terminated as hereinafter provided in paragraph 3, below."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and caused this Lease to be duly executed.

Signed and sealed in
the presence of:

CANDELABRA, INC.

As to President

By



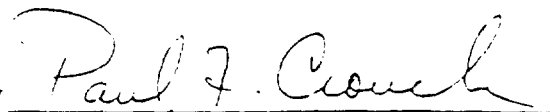
President

(Corporate Seal)

TRINITY BROADCASTING OF FLORIDA, INC.

As to President

By



President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

Joseph C. Linde, as President of CANDELABRA, INC., a Florida corporation, to me personally known to be the individual described in and who executed the foregoing Amendment to Tower Space Lease and he acknowledged before me that he executed the same freely and voluntarily for the purposes set forth therein and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this __

21st day of October . 1986.

73- 7052

ENTER SPACE LAST

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average mean sea level (AMSL) to top of beacon for the mounting, operation and maintenance of one (1) Ultra High Frequency (UHF) television antenna facility, hereinafter called "TV Antenna";

B. Sufficient space on the Antenna Tower for the erection, operation and maintenance of passive reflector and studio-to-transmitter microwave link antenna for pickup purposes in connection with television broadcasting; but no further additional equipment may be placed on the Antenna Tower (except replacements) without written Lessor approval;

C. Sufficient space on the Antenna Tower and sufficient space in, on, under and over Lessor's land around the Antenna Tower which shall reasonably be necessary for Lessee's transmission lines.

and at the end of each extended term of this Lease unless Lessee shall notify Lessor in writing at least ninety (90) days before the end of the initial term or any extended term of Lessee's intent not to extend or further extend the term of this Lease. The expression "lease term" or "term of this Lease" or similar expression shall mean and include any extended term unless otherwise specifically stated.

In the event of damage or destruction or deterioration notwithstanding proper maintenance of the Antenna Tower to the extent that said Antenna Tower shall no longer be reasonably usable for broadcasting, and in the further event that Lessor and Lessee shall not mutually agree to repair or reconstruct said Antenna Tower, then this Lease may be terminated at the option of either Lessor or Lessee and all parties shall be relieved of liability and obligation hereunder, and this Lease shall not be subject to further extension under the terms of this paragraph; provided, however, that the erection on the above real property by Lessor or subsequent owner, after any destruction of the Antenna Tower, of a structure capable of supporting for broadcasting use a television antenna, shall reinstate and cause the continuation of this Lease as to such structure; and provided that Lessee's antenna shall be mounted within six (6) months from notice* *pe*
DSM

4. RENTAL: Lessee agrees to pay to Lessor the sum of One Dollar (\$1.00) per year for each year of the term of this Lease or any extension hereof, and receipt of the rental for the first year is hereby acknowledged. Each subsequent rental payment shall be due and payable on each and every annual anniversary date of this Lease.

5. USE OF LEASED PREMISES: Lessee shall have the right to use the leased premises to engage in television broadcasting and for all operations incidental or necessary thereto. Such operation shall be conducted in a lawful and proper manner and in accordance with standards imposed by the Federal Communications Commission (FCC) or any other governmental agency having jurisdiction thereof. Subject to the conditions hereinafter stated, Lessee shall at all times have the right and privilege to alter, modify and replace its antenna and related equipment used or to be used in the leased premises, provided that Lessee's antenna and related equipment, and all modifications, alterations and replacements shall at all times comply with any requirements of the Federal Communications Commission and governmental agencies

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*by Lessor to Lessee of full completion of erection of a new tower.
File

having jurisdiction and with the structural design requirements and limitations of the Antenna Tower as shall be determined by agreement of the parties based upon engineering advice, and in the absence of such agreement then as determined by arbitration in accordance with the Florida Arbitration Code as contained in Section 682, Florida Statutes, as the same now exist or shall in the future be amended or renumbered.

6. ACCESS TO LEASED PREMISES: Lessor does hereby authorize Lessee to have full and complete access to the leased premises for the conduct of its affairs and business purposes under this Lease, and

Antenna Tower regardless of type of antenna except that there shall not be included for this purpose antennas used primarily for personal and business communication. In the event that the Antenna Tower is destroyed or damaged, Lessor shall reconstruct or repair the Antenna Tower with any necessary change in specifications to a condition as existed before the destruction or damage and provide Lessee with the same space and rights and privileges under this Lease. If the Antenna Tower is so damaged that reconstruction or repair cannot be reasonably undertaken without dismantling Lessee's antenna, then Lessor may remove Lessee's antenna at Lessor's expense and interrupt broadcasting activities for such reasonable time as shall be necessary for repairs and reconstruction, but Lessor agrees at its expense to cause such repair and reconstruction and replacement of Lessee's antenna to be accomplished as soon as reasonably possible.

9. INSURANCE AND CASUALTY REPAIR AND RECONSTRUCTION:

A. Lessor agrees to place in immediate effect as of the commencement of this Lease and to continually keep the Antenna Tower, anchors, and guy wires insured at Lessor's expense in favor of Lessor against loss from as many of the following perils or casualties for which coverage shall be reasonably obtainable at reasonable rates, to-wit: fire, windstorm, vandalism, malicious damage and lightning. To the extent that such insurance is available at reasonable rates, the coverage shall be in an amount equal to the full replacement value of the property insured and described above or such portion of such full replacement value as shall be obtainable for reasonable rates. In the event that Lessee shall deem such coverage acquired by Lessor to be inadequate, then Lessee may acquire additional insurance at Lessee's expense. The proceeds of all insurance shall be available for reconstruction and repair or for distribution according to the terms of paragraph B, below.

B. In the event that the Antenna Tower or any anchors, guy wires, or foundations shall be damaged or destroyed by casualty or shall be substantially deteriorated notwithstanding proper maintenance, then Lessor and Lessee shall mutually determine whether such property

shall be repaired and reconstructed, and in the event of mutual determination to repair and reconstruct such damaged or deteriorated property, then all insurance proceeds shall be applied to such repair and reconstruction and Lessor shall pay all remaining costs. In the absence of mutual determination to repair or reconstruct the damaged or deteriorated property, then Lessor and Lessee shall respectively retain the insurance proceeds to themselves for policies upon which they have paid premiums.

C. In the event that any time it shall be necessary for Lessee's antenna and related equipment to be removed to accomplish necessary repair or reconstruction, then Lessee shall cause such removal and replacement of Lessee's antenna and related equipment all at Lessee's expense.

D. Lessor agrees to permit Lessee, at Lessee's option, to acquire any available insurance coverage for Lessee's antenna and related equipment under Lessor's Master Insurance Policy for the Antenna Tower.

10. CANCELLATION OF LESSEE'S BROADCASTING PRIVILEGES: In the event that at any time the television broadcasting privileges of Lessee shall be permanently terminated whether by revocation of construction permit or license by the Federal Communications Commission or other governmental agency having jurisdiction, then this Lease shall terminate at the end of a two (2) year period following conclusion of administrative and Court proceedings and appeals, or any of such procedures, resulting in final termination of such broadcasting privileges; provided, however, that this Lease shall not so terminate if such broadcasting privileges shall again be restored during such two (2) year period to Lessee or any assignee.

11. ELECTRONIC INTERFERENCE: Lessee agrees not to interfere with other Lessees of space and facilities on the Antenna Tower in regard to electrical or electronic equipment or signals, and Lessor agrees to require a similar provision in the Leases of all other Lessees.

12. TAXES: Lessor shall pay all taxes, including special assessments, which shall be levied or imposed against the leased premises,

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the Antenna Tower and all other real and personal property owned by Lessor. Lessee shall pay all personal property taxes on Lessee's TV antenna, transmission lines, cables, conduits, buildings and other personal property.

13. DEFAULT: In the event of any default under this Lease either party may take such action as shall be necessary to correct such default and collect the cost and expense thereof including reasonable attorneys' fees from the defaulting party. If within thirty (30) days after written notice any default shall not be corrected or correction of such default commenced and thereafter diligently pursued, then this Lease may be terminated at the option of the party not in default.

14. LESSEE'S PERSONAL PROPERTY: In the event of termination for any reason and at any other time, Lessee shall be entitled to remove its TV antenna, transmission lines, and any and all equipment, fixtures and personal property regardless of how affixed, provided that the premises shall be left in good repair.

15. ASSIGNMENT: This Lease and Lessee's rights may not be assigned or subleased by Lessee except that the same may be freely assigned or subleased without consent as a part of any sale, lease or other transfer of the television broadcasting station.

16. LESSOR LIMITATION OF OBLIGATIONS: The compliance by the Lessor of any structural requirement referred to in this Lease shall be set and not exceed the structural limits by Report No. 2182-4, dated March 21, 1972, prepared by Stainless, Inc., attached as Exhibit A to this Lease, or any subsequent report approved by Stainless, Lessor, and the Lessee, jointly, and said consent of all parties shall not be unreasonably withheld.

17. JOINT BUILDING USE: The parties recognize and agree that Lessee owns all right, title and interest in and to building constructed by Lessee to the immediate north of the Antenna Tower. The parties further recognize that the North one-half (1/2) of a building lying immediately to the west and northwest of the Antenna Tower is owned by and is the property of Lessee and is partially situate on the property

owned by Lessor and the parties agree that the said North one-half (1/2) of said building is separate from the real property of Lessor. Lessee agrees to maintain the said north one-half (1/2) of said building in a condition of good repair. Lessee shall have the right to leave said portion of building on the property of Lessor so long as said building shall be in existence, but if the said building shall be demolished, then the right to use said property of Lessor shall cease and terminate. Except as otherwise specifically provided in this Lease,

18. MISCELLANEOUS PROVISIONS: Wherever there shall appear in this Lease a reference to Lessee or Lessor, such reference shall apply to and be binding upon the heirs, personal representatives, devisees, legatees, successors and assigns of the Lessor or the Lessee.

Any and all notices required or authorized to be given under this Lease shall be deemed complete upon personal delivery to the Lessor, or to the Lessee, or upon the posting of such notice in the United States Mail by Certified Mail with return receipt requested addressed to the Lessor or Lessee as follows:

CANDLEABRA, INC.
3600 North Federal Highway
P. O. Box 7538
Fort Lauderdale, Florida 33304

or

FLORIDA CHRISTIAN BROADCASTING, INC.
Care: Mr. Thomas I. Monroe, Jr.
1411 South Ocean Drive
Fort Lauderdale, Florida

The parties may change the address provided above by giving written notice of such change of address according to the terms of this paragraph.

Whenever used, the singular shall mean the plural and the plural shall mean the singular, and the use of any gender shall mean and include all genders, all as the context permits or requires.

In the event that the last day of any time period provided by this Lease shall fall upon a Saturday, Sunday, or legal holiday, then such time period shall be extended to and including the next day that shall not be a Saturday, Sunday or legal holiday.

No waiver of any condition or covenant of this Lease by Lessor shall be deemed to imply or constitute a further waiver by Lessor

of any condition or covenant of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and caused this Lease to be duly executed on the day and year first above written.

Signed and sealed in the presence of:

CANDLEABRA, INC.

Oliver C. Hildebrand
As to President
John H. Stanford
As to President

By Ronald C. Cohen
President

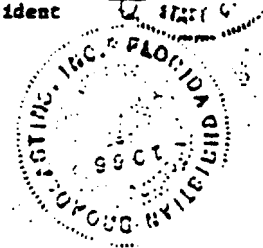
(Corporate Seal)

FLORIDA CHRISTIAN BROADCASTING, INC.

Oliver C. Hildebrand
As to President
John H. Stanford
As to President

By Thomas J. Monahan
President

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Ronald C. Cohen, as President of CANDLEABRA, INC., a Florida corporation, to me personally known to be the individual described in and who executed the foregoing Lease and he acknowledged before me that he executed the same freely and voluntarily for the purposes set forth therein and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of January, 1973.

Oliver C. Hildebrand
Notary Public

(Impression Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 10 1978
BOARDED TH 1 1 1978

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STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
THOMAS I. MONROE, JR., as President of FLORIDA CHRISTIAN BROADCASTING,
INC., a Florida corporation, to me personally known to be the
individual described in and who executed the foregoing Lease and he
acknowledged before me that he executed the same freely and voluntarily
for the purposes set forth therein and on behalf of said Corporation.

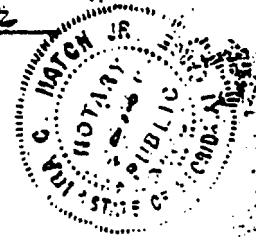
IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 10 day of January, 1973.

John C. Halpern
Notary Public

(Impression Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 12, 1976
BONDED BY GENERAL INSURANCE UNDERWRITERS



ATTACHMENT 12

Bankruptcy Court Order Re TBF Tower Space Lease

91430764

UNITED STATES BANKRUPTCY COURT

WESTERN DISTRICT OF WISCONSIN

In Re the Matter:

In Bankruptcy No:
MM11-91-0003TRINITY BROADCASTING CORP.,
Debtor-in-Possession

OCT 6 1 1991

ORDER DENYING MOTION TO REJECT UNEXPIRED LEASE

This matter came on for hearing on the 25th day of September, 1991. Evidence was presented with regard to the broadcast tower facilities located on the following described real property in Broward County, Florida, to-wit:

The West 165 feet of the East 310 feet of the North 60 feet of the South 387.60 feet (as measured along the South and East lines thereof) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 51 South, Range 42 East;

Said lands situate, lying and being in Broward County, Florida, and containing 0.227 Acres more or less; together with three cable anchor sites each 14 feet by 46 feet;

Having heard the evidence presented at the time of the hearing on the Motion to Reject the Unexpired Lease filed by the debtor as to the Tower Space Lease originally given by Candleabra, Inc. to Florida Christian Broadcasting and subsequently assigned to Trinity Broadcasting of Florida, Inc. and having found that the Tower Space Lease recorded in Official Records Book 5123 at Page 1 in and for Broward County, Florida lacks any material executory character and that the lease is part of an integrated contract that cannot be rejected, and having entered other Findings of Fact and Conclusions of Law on the record at the time of the hearing held on September

A TRUE COPY CERTIFIED

OCT 17 1991
Clerk, U.S. Bankruptcy Court,
Western District of Wisconsin

By *George J. Dunne*
Deputy Clerk

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EX-8870-680756

OCT 17 1991

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25, 1991, and now on motion of Kepler & Payton, attorneys for Trinity Broadcasting of Florida, Inc.,

IT IS HEREBY ORDERED that the Motion for Rejection of Unexpired lease of Tower Space pursuant to 11 U.S.C. §365 filed by the debtor in regard to the Tower Space Lease currently being held by Trinity Broadcasting of Florida, Inc., the successor to Florida Christian Broadcasting, is hereby denied.

Dated this 8 day of Oct, 1991.

BY THE COURT:



Robert D. Martin
U.S. Bankruptcy Judge

BRK8870P60757

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA

COUNTY ADMINISTRATOR



